

RECORDATION NO. 136886 A

RECORDATION NO. 136886

JUN 29 1982 - 12 45 PM

New No - A

INTERSTATE COMMERCE COMMISSION

JUN 29 1982 - 12 45 PM
INTERSTATE COMMERCE COMMISSION

2-180A029

\$ 50

NO. JUN 29 1982
Date
Fee \$ 50.00
ICC Washington, D.C.

Ms. Agatha L. Mergenovich,
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Dear Ms. Mergenovich:

Enclosed for recordation under Section 11303(a) of Title 49 of the U.S. Code are the original and two counterparts of a Security Agreement dated as of March 1, 1982.* This Security Agreement is a primary document.

A general description of the railroad maintenance-of-way equipment covered by the enclosed document and intended for use related to interstate commerce is set forth in Schedule A attached to this letter and made a part hereof.

The names and addresses of the parties to the Security Agreement are as follows:

Debtor:	MMB Partners c/o Mitsui Manufacturers Bank 135 East Ninth Street Los Angeles, California 90015
Secured Party:	Aid Association for Lutherans 4321 North Ballard Road Appleton, Wisconsin 54919

The undersigned is the Debtor mentioned in the enclosed document and has knowledge of the matters set forth therein.

Please return the original and one copy of the Security Agreement to Gary Green, Esq., Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Also enclosed is a check in the amount of \$50.00 covering the required recording fee.

A short summary of the enclosed primary document to appear in the Index as follows:

Security Agreement dated as of March 1, 1982 between MMB Partners, as Debtor, c/o Mitsui Manufacturers Bank, 135 East Ninth Street, Los Angeles, California 90015, and Aid Association

* together with Security Agreement Supplement No. 1 dated July 1, 1982.

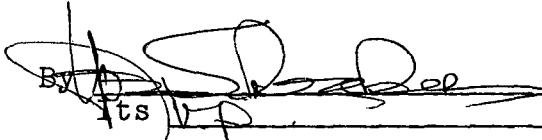
RECEIVED
JUN 29 12 36 PM '82

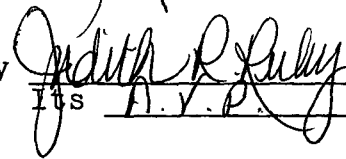
for Lutherans, as Secured Party, 4321 North Ballard Road, Appleton,
Wisconsin 54919 covering railroad maintenance-of-way equipment.

Very truly yours,

MMB PARTNERS, a California general
partnership acting pursuant to a
Restated and Amended Partnership
Agreement dated as of December 15,
1981 between Mitsui Manufacturers
Bank and Steiner Financial Corporation

By Mitsui Manufacturers Bank,
Its Managing Partner

By  _____
Its _____

By  _____
Its _____

RECORDATION NO. 13686-A
JUN 29 1982 12 45 PM
INTERSTATE COMMERCE COMMISSION

-A

SECURITY AGREEMENT SUPPLEMENT NO. 1

THIS SECURITY AGREEMENT SUPPLEMENT NO. 1, dated July 1, 1982, from MMB PARTNERS, a California general partnership acting pursuant to a Restated and Amended Partnership Agreement dated as of December 15, 1981 between Mitsui Manufacturers Bank, a California banking corporation, and Steiner Financial Corporation, a Utah corporation, (the "Debtor"), to AID ASSOCIATION FOR LUTHERANS (the "Secured Party") under the Security Agreement dated as of March 1, 1982 (the "Security Agreement") from the Debtor to the Secured Party;

W I T N E S S E T H:

WHEREAS, the Security Agreement provides for the execution and delivery from time to time of Security Agreement Supplements substantially in the form hereof each of which shall particularly describe Items of Equipment (such term and other defined terms in the Security Agreement being herein used with the same meaning) included in the Collateral and subject to the security interest of the Security Agreement;

NOW, THEREFORE, to secure the payment when and as due and payable of the principal of and the premium, if any, and interest on the Notes, and to secure the payment of all other indebtedness which the Security Agreement by its terms secures, and to secure compliance with all the terms of the Security Agreement and of such Notes, the Debtor does hereby create and grant to the Secured Party, and to its successors and assigns, a security interest in the following properties:

(a) all the items of property and equipment described in Schedule A annexed hereto;

(b) all additional or substituted items of property or equipment which hereafter may be subjected to the security interest of the Security Agreement by operation thereof; and

(c) all rents, income, revenues, issues, profits and proceeds arising from or in connection with any of the foregoing, except for rents and other sums excluded under Section 1.5 of the granting clauses of the Security Agreement.

SAVING AND EXCEPTING, however, from the properties in which a security interest is hereby created and granted, all property saved and excepted from the coverage of the granting clauses of the Security Agreement by the excepted properties clause immediately following the granting clauses thereof, and all rents, income, revenues, issues, profits and proceeds arising from or in connection with such properties so saved and excepted.

The Debtor hereby binds itself, its successors and assigns, to warrant and forever defend to the Secured Party and its successors and assigns the security interest hereby created and granted.

This Supplement shall be construed as supplemental to the Security Agreement and shall form a part of it and the Security Agreement is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

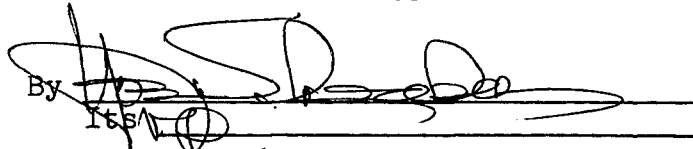
This Supplement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

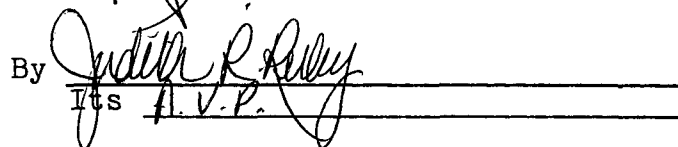
This Supplement shall in all respects be governed by, and construed in accordance with, the laws of the State of California, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the Debtor and the Secured Party have caused this Supplement to be executed, as of the date first above written.

MMB PARTNERS, a California general partnership acting pursuant to a Restated and Amended Partnership Agreement dated as of December 15, 1981 between Mitsui Manufacturers Bank and Steiner Financial Corporation

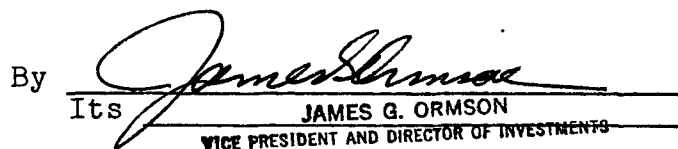
By Mitsui Manufacturers Bank,
Its General Partner

By 
Its _____

By 
Its _____

DEBTOR

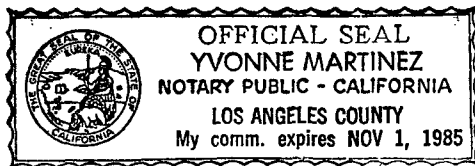
AID ASSOCIATION FOR LUTHERANS

By 
Its _____
JAMES G. ORMSON
VICE PRESIDENT AND DIRECTOR OF INVESTMENTS

SECURED PARTY

STATE OF CALIFORNIA)
) SS
COUNTY OF Los Angeles)

On this 28th day of June, 1982, before me personally appeared Yoon. Anah and Judith R. Ruby, to me personally known, who being by me duly sworn, say that they are Vice President and Assist. Vice President respectively of Mitsui Manufacturers Bank, the Managing Partner of MMB Partners, a California general partnership; that the foregoing instrument was signed on behalf of said general partnership by authority of its Partners; and they acknowledged that the execution of the foregoing instrument was the free act and deed of said general partnership.



(SEAL)

My commission expires:

Yvonne Martinez
Notary Public

STATE OF WISCONSIN)
) SS
COUNTY OF Outagamie)

On this 24th day of June, 1982, before me personally appeared James J. Ormson, to me personally known, who being by me duly sworn, says that he is a Vice President of Aid Association for Lutherans; that the foregoing instrument was signed on behalf of said association by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Althea J. Orman
Notary Public

(SEAL)

My commission expires:

3/11/84

DESCRIPTION OF EQUIPMENT

<u>Acceptance Supplement</u>	<u>Equipment Description</u>	<u>Vendor</u>	<u>Serial No.</u>
1	Kalamazoo Speed Truck	Simkins	21HA-280
2	Kalamazoo Speed Truck	Simkins	21HA-275
3	Kalamazoo Speed Truck	Simkins	21HA-276
4	Kalamazoo Speed Truck	Simkins	21HA-278
5	Kalamazoo Speed Truck	Simkins	21HA-279
6	Kalamazoo Speed Truck	Simkins	21HA-277
8	Kalamazoo Platform Truck	Simkins	28HB-17
9	Kalamazoo Platform Truck	Simkins	28HB-14
10	Kalamazoo Platform Truck	Simkins	28HB-15
11	Kalamazoo Platform Truck	Simkins	28HB-18
12	Kalamazoo Platform Truck	Simkins	28HB-13
13	Kalamazoo Platform Truck	Simkins	E563235
14	Kalamazoo Speed Truck	Simkins	21HB-17
15	Kalamazoo Speed Truck	Simkins	21HG-08
16	Kalamazoo Burden Carrier	Simkins	37HB-09
17	Kalamazoo Burden Carrier	Simkins	37HB-10
18	Kalamazoo Burden Carrier	Simkins	37HB-07
19	Kalamazoo Burden Carrier	Simkins	37HB-08
20	Kalamazoo Speed Truck	Simkins	21HB-17
21	Kalamazoo Speed Truck	Simkins	21HB-20
22	Kalamazoo Speed Truck	Simkins	21HB-11
23	Kalamazoo Speed Truck	Simkins	21HB-10
24	Kalamazoo Speed Truck	Simkins	21HB-08
25	Kalamazoo Speed Truck	Simkins	21HB-09

<u>Acceptance Supplement</u>	<u>Equipment Description</u>	<u>Vendor</u>	<u>Serial No.</u>
26	Kalamazoo Speed Truck	Simkins	21HB-15
27	Kalamazoo Speed Truck	Simkins	21HB-16
28	Kalamazoo Speed Truck	Simkins	21HB-12
29	Kalamazoo Speed Truck	Simkins	21HB-13
30	Kalamazoo Speed Truck	Simkins	21HB-14
32	Kalamazoo Speed Truck	Simkins	21HB-18
33	Kalamazoo Speed Truck	Simkins	21HB-19
34	Kalamazoo Platform Truck	Simkins	28HB-58
35	Kalamazoo Platform Truck	Simkins	28HA-57
36	Kalamazoo Platform Truck	Simkins	28HA-60
37	Kalamazoo Platform Truck	Simkins	28HA-59
38	Kalamazoo Platform Truck	Simkins	28HA-56
39	Kalamazoo Platform Truck	Simkins	28HA-61
40	Kalamazoo Platform Truck	Simkins	28HA-62
41	Kalamazoo Platform Truck	Simkins	28HA-63
42	Kalamazoo Platform Truck	Simkins	28HA-64
43	Kalamazoo Platform Truck	Simkins	28HB-07
44	Kalamazoo Platform Truck	Simkins	28HB-08
45	Kalamazoo Platform Truck	Simkins	28HB-09
46	Kalamazoo Platform Truck	Simkins	28HB-10
47	Kalamazoo Platform Truck	Simkins	28HB-12
48	Kalamazoo Platform Truck	Simkins	28HB-05
49	Kalamazoo Platform Truck	Simkins	28HB-06
50	Kalamazoo Platform Truck	Simkins	28HB-04
51	Kalamazoo Platform Truck	Simkins	28HB-11

<u>Acceptance Supplement</u>	<u>Equipment Description</u>	<u>Vendor</u>	<u>Serial No.</u>
52	Kalamazoo Burden Carrier	Simkins	37HB-11
53	Kalamazoo Platform Truck	Simkins	37HB-24
56	Caterpillar Lift Truck	Peterson	89W772
57	Caterpillar Lift Truck	Peterson	89W774
58	Caterpillar Lift Truck	Peterson	89W773
62	Caterpillar Lift Truck	Peterson	89W809
63	Taylor-Dunn Pickup	Buehrer	68840
64	Forklift	Clarklift	0042-4915
65	Huskie Tow Tractor	Pettibone	29646
66	Huskie Tow Tractor	Pettibone	29645
67	Norland Yard Vehicle	Idaho/Norland	81901
68	Norland Yard Vehicle	Idaho/Norland	81902
69	Norland Yard Vehicle	Idaho/Norland	81903
70	Norland Yard Vehicle	Idaho/Norland	81904
71	Norland Yard Vehicle	Idaho/Norland	81905
72	Norland Yard Vehicle	Idaho/Norland	81906
73	Norland Yard Vehicle	Idaho/Norland	81907
74	Norland Yard Vehicle	Idaho/Norland	81908
75	Norland Yard Vehicle	Idaho/Norland	81909
76	Norland Yard Vehicle	Idaho/Norland	81910
77	Narrow Aisle Lift Truck	Eaton	380100
78	Narrow Aisle Lift Truck	Eaton	380105
79	Narrow Aisle Lift Truck	Eaton	379677
80	Ballest Regulator	Kershaw	26-1498
81	Lion Liftall	Mustang	825892

<u>Acceptance Supplement</u>	<u>Equipment Description</u>	<u>Vendor</u>	<u>Serial No.</u>
82	Taylor-Dunn Pickup	Buehrer	68837
83	Taylor-Dunn Pickup	Buehrer	68830
84	Taylor-Dunn Pickup	Buehrer	68835
85	Taylor-Dunn Pickup	Buehrer	68829
86	Taylor-Dunn Pickup	Buehrer	68836
87	Taylor-Dunn Pickup	Buehrer	68838
88	Taylor-Dunn Pickup	Buehrer	68839
89	Nordco Spread Truck	Lake Forest	204047
90	Nordco Spread Truck	Lake Forest	204057
91	Nordco Spread Truck	Lake Forest	204046
92	Nordco Spread Truck	Lake Forest	204048
93	Nordco Spread Truck	Lake Forest	204045
94	Nordco Spread Truck	Lake Forest	204059
95	Nordco Spread Truck	Lake Forest	204058
96	Nordco Spread Truck	Lake Forest	204060
97	Nordco Spread Truck	Lake Forest	204061
98	Clark Forklift	Clark	IT335-0105-4775
99	Clark Forklift	Clark	Y335-1149-4324
100	Clark Forklift	Clark	Y335-076-5090